

EAGLE GROVE COMMUNITY SCHOOL DISTRICT

2006-2007

COLLECTIVE BARGAINING
AGREEMENT

WITH

EAGLE GROVE EDUCATIONAL
SERVICES ASSOCIATION/ISEA

(EGESA)

TABLE OF CONTENTS - 2006-2007

<u>Article</u>		<u>Page Numbers</u>
Preamble		1
Article 1	Definition	1
Article 2	Grievance Procedure	1- 4
Article 3	Evaluation	4
Article 4	Transfers	5- 6
Article 5	Staff Reduction	6- 7
Article 6	Termination	7
Article 7	Seniority	8
Article 8	Leaves:	8-14
	Personal Illness	9-10
	Immediate Family Illness	10
	Bereavement	10
	Personal	10-11
	Medical Disability	11-13
	Job Improvement	13-14
	Legal	14
	Directed	14
	Unpaid	14
Article 9	Health and Safety Provision	14-15
Article 10	Hours of Work	15-16
Article 11	Vacations	17
Article 12	Holidays	18
Article 13	Wages	18-20
Article 14	Insurance	20-22
Article 15	Dues Deduction	22-23
Article 16	Duration	24
Exhibit A	Salary Schedule	25
Exhibit B	Dues Deduction Authorization Form	26

PREAMBLE

The Eagle Grove Community School District and the EGESA/ISEA agree as follows:

ARTICLE 1 - DEFINITIONS

SECTION

- 1.1 The term "Board" or "Employer" or "District" as used in this agreement shall mean the Eagle Grove Community School District as governed by its Board of Education, its authorized representatives, or its authorized agents.
- 1.2 The term "Association" as used in this agreement shall mean the Eagle Grove Educational Services Association/ISEA as certified by the Iowa Public Employment Relations Board (IPERB), its authorized representative, or its authorized agents.
- 1.3 The term "Employee" as used in this agreement shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) on February 9, 1994, Case No. 5000, and as amended on December 29, 1997, in Case No. 5792.
- 1.4 The term "Group of Employees" as used in this agreement shall mean two (2) or more members of the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

ARTICLE 2 - GRIEVANCE PROCEDURE

SECTION

2.1 Definitions

1. Grievance - A grievance shall mean only a claim by an employee, a group of employees, or the Association that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
2. Aggrieved Person - The term "grieving", as used in this agreement, shall mean the employee, group of employees, or Association filing a grievance.

2.2 Procedure

1. Time Limits - The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. A grievance must be filed, in writing, within ten (10) work days of the occurrence of the incident or dispute alleged to give rise to the grievance at Level 2.

The failure of a grieving to initiate or process any grievance within the prescribed time limit shall act as a bar to any further appeal. The failure of a supervisor or administrator to give a decision within the time limits shall permit the grieving to proceed to the next step. Time limits may be extended by mutual agreement, however.

2. Summer Grievance Processing - In the event that a grievance should arise during or should be processed into summer vacation, "work days" shall be construed as week days, Monday through Friday.
3. Level One Immediate Supervisor (Informal) - The grieving shall first discuss a grievance with the immediate supervisor, with the objective of resolving the matter informally.
4. Level Two Immediate Supervisor (Formal) - If, as a result of the informal discussion with the immediate supervisor at level one, a grievance still exists, the grieving may invoke the formal grievance procedure by filing a written grievance signed by the grieving and, should the grieving so desire, by a representative of the Association. A copy of the grievance shall be delivered to the immediate supervisor. Group grievances shall be signed by a representative of the association. The written grievance shall state the date of the alleged violation, the nature of the grievance, shall note the specific clause or clauses of the contract alleged violated, and shall set out the remedy requested.

The immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) work days of the presentation of the formal grievance and shall furnish a copy thereof to the association. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) work day period, the grievance may be transmitted to Level Three.

5. Level Three Superintendent - The Superintendent or his/her designed shall meet with the aggrieved person within five (5) work days of receipt of the grievance. Within ten (10)

work days of receipt of the grievance the Superintendent or his/her designee shall indicate the disposition of the grievance in writing and shall furnish a copy thereof to the association. The grievance shall be filed within ten (10) work days of the receipt of the level two response or the end of the time lines.

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) work days of receipt of said grievance, the aggrieved person and the association may transmit the grievance to arbitration.

6. Level Four Arbitration

(a) If the association determines that the grievance is meritorious it may submit the grievance to arbitration within ten (10) work days of receipt of disposition from the Superintendent or disposition deadline.

(b) Within ten (10) work days after written notice to the Superintendent of submission to arbitration, the parties may attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the specified period, a written request for a list of arbitrators shall be made to the IPERB by either party. The list from IPERB, shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list and alternate striking until only one name remains. The person whose name remains shall be the arbitrator.

(c) The arbitrator so selected shall confer with the representative of the Board and the association and hold hearings promptly and shall issue his/her decision within a reasonable period of time and within thirty (30) days from the date of the close of the hearings, if possible. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of the contract. The arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and construction of the meaning or application of the express relevant language of the agreement. The decision of the arbitrator shall be transmitted to the Board and to the association, and shall be final and binding on the parties.

(d) the cost of the arbitrator and the expense of the hearing shall be borne equally by the parties. Expenses incurred by a party in the preparation or presentation of the case, shall be solely the expense of that party.

2.3 Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedures by an association representative.

2.4 Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the aggrieved persons and their designated representatives.

ARTICLE 3 - EVALUATION

SECTION

- 3.1 All employees will be evaluated annually.
- 3.2 Within forty-five (45) calendar days after the beginning of the school year, employees shall be informed of the evaluation procedures, instruments to be used, and their evaluator.
- 3.3 The employer shall designate the evaluator(s).
- 3.4 Evaluation will be on a form provided by the District and the completed evaluation will be placed in the employee's personnel file. No evaluation shall be placed in the personnel file until a copy has been given to the employee. If the employee wishes, he or she may respond to any or all parts of the evaluation within thirty (30) days of receipt of a copy of the evaluation and a copy of said response will be attached to the evaluation form for placement in the personnel file.
- 3.5 A post evaluation conference will be held within ten (10) school days from employee receipt of a copy of the formal annual evaluation to discuss its content.
- 3.6 An employee will be given a copy of any complaint that is placed in the employee's personnel file at the time it is placed in the file.

ARTICLE 4 - TRANSFERS

SECTION

- 4.1 Definition - A transfer shall be defined to mean the movement from one position to another vacant position. The Employer may reassign employees among filled position in the District and such reassignments are not transfers. A realignment of employees after staff reduction is not a transfer.
- 4.2 Posting -
1. The Superintendent or designee shall post all vacancies for five (5) workdays in all school buildings and send a copy to the Association's designated representative. Vacancies which occur during the summer months shall be posted on the bulletin board in the Superintendent's office with notice provided to the Association President or designee.
 2. Employees may annually prefile requests for transfer relating to vacancies which are to be posted and filled during summer vacation. Such requests must be received by May 20, and shall only remain valid for the summer vacation immediately following. Requests shall include the type of position requested, including job classification, shift and building and the address and telephone number where the employee may be reached. If the employer is unable to reach the employee at such address or telephone number to discuss the vacancy, the employer may eliminate the employee from consideration for the vacancy.
 3. Employees who desire a transfer may file a written statement of such desire with the Superintendent within seven (7) days of posting.
 4. The Superintendent shall notify the employee of the decision on whether or not a transfer has been granted within fourteen (14) days.
- 4.3 Selection - All applicants, including current employees; may be considered for a vacancy. The final selection will be based on the individual best qualified for the position. Where the best qualified two or more applicants are of equal qualifications and one of them is currently employed, that currently employed individual will be transferred. Where two or more currently employed individuals are best qualified and of equal qualifications, the employee with the most seniority will be transferred. Seniority shall be defined as continuous length of employment with the District. Qualifications shall be based on

skills, training, including job related certifications, and experience.

- 4.4 Employer Initiated Transfers - Employer initiated transfers will not be made for arbitrary or capricious reasons.
- 4.5 An eligible employee shall be recalled to a vacant position in a job classification which the employer desires to fill before consideration of transfer or new hire.

ARTICLE 5 - STAFF REDUCTION

The Board, for any reason, may determine that it is necessary to reduce staff. If employees are laid off, the Board will observe the following procedures:

SECTION

- 5.1 Notification - The employer will give the employee affected fourteen (14) days written notice of an impending staff reduction.
- 5.2 Layoff Procedure
 - 1. The employer will first utilize known attrition within a job classification.
 - 2. The employer will next layoff the least qualified employee within a job classification. Layoff decisions within the special education aide job classification shall be entirely at the employer's discretion.
 - 3. If two employees are equally qualified, the least senior employee within the job classification will be laid off.
 - 4. Seniority shall be defined as continuous length of employment with the District. Qualifications shall be based on skills, training, including job related certifications, and experience.
- 5.3 Job Classifications - Job classifications for purpose of staff reduction are as follows: Teacher associate (general), teacher associate (special education), custodian/maintenance worker, head cook, assistant head cook, cook's helper, secretary, head custodian.
- 5.4 Recall - Employees who are laid off shall have the right of recall to a vacant position in the job classification from which reduced for one calendar year from the effective date of layoff.

7 The employee shall keep the District apprised of his/her current address and telephone number. Failure of the employee to respond affirmatively to recall notice within seven (7) calendar days of notice or fourteen (14) calendar days of mailing shall terminate the recall opportunity.

5.5 Seniority and personal sick leave benefits accrued at the time of layoff will be restored upon recall.

5.6 Should an employee who is hired or assigned to work with an individual special education student no longer be required, based upon student needs, the employer may notify the employee and place the employee on recall without having to implement the normal procedure in Article 5. An employee specifically hired or assigned to work with an individual special education student may also have work hours modified based on the needs of the individual special education student.

ARTICLE 6 - TERMINATION

It is requested the employee give at least thirty (30) days notice of request for release from contract, with two (2) weeks minimum required. The employer shall also give two (2) weeks notice of termination of contract, but may give less notice for just cause attributable to the employee.

Failure to provide two weeks notice, without a prior agreement with the superintendent, will result in the employee paying the cost of advertisement for a replacement not to exceed \$80.00.

ARTICLE 7 - SENIORITY

SECTION

- 7.1 Definition - Seniority shall mean "length of continuous service in the District from the first day on the job as a classified employee". Seniority shall not be broken and shall accrue during approved leaves of absence. Ties shall be broken according to the last four (4) digits of the employee's Social Security Number with the highest number receiving the highest ranking.
- 7.2 Seniority List - The Employer will annually prepare and post a seniority list in the central office each year by November 1. A copy of the list will be given to the Association President. Failure to challenge the accuracy of the list within ten workdays shall constitute an estoppel against any employee or his/her representative seeking to challenge the accuracy of the list.
- 7.3 Previous Accrual - As of the effective date of this agreement, prior seniority accrual based upon the definition above shall be credited to each employee.
- 7.4 Application - When this agreement refers to the term "seniority", it shall be defined as per 7.1 above unless specifically addressed to the contrary.

ARTICLE 8 - LEAVES

SECTION

8.1 Leave Provisions - General

- 1. All application forms which have relation to leave shall be provided by the district, and all employees making use of leave shall complete and file such applicable form(s) as are determined to be needed, such determination to rest with the Board and the administration.
- 2. Leave shall be considered, when approved and granted, as leave from the school system and not from a specific position or job assignment. It shall not be the responsibility of the employee to secure or arrange for an individual to cover assigned duties during any leave.
- 3. All leaves shall be assessed in full or half day units. However, one day annually of an employee's personal leave, bereavement leave, personal illness leave, and immediate

family illness leave, may be utilized in increments as small as 15 minutes.

4. In the event there is a need for the employee to have to leave work for an extreme emergency situation that does not allow ample time to file the appropriate request form for any such leave provisions as are afforded in this article, it shall be considered sufficient if the employee reports the extreme emergency need immediately to their supervisor or designee, and makes arrangements to be excused at once. Upon the immediate next return to duty, the employee shall complete and file the appropriate request forms.
5. All leaves under this Article are non-cumulative with the exception of personal illness leave.
6. Part time employees may have all leaves under this Article prorated.
7. The association will be credited with four (4) days of paid leave to attend the ISEA delegate assembly.

8.2 Types of Leave

1. Personal Illness Leave Provisions - All full time employees may be granted leave of absence for personal illness or injury or other medically related disability with full pay for such leave time as follows:
 - (a) First year of employment 10 days
 - Second year of employment 11 days
 - Third year of employment 12 days
 - Fourth year of employment 13 days
 - Fifth year of employment 14 days
 - Sixth year of employment 15 days

Part time employees will have personal illness leave prorated.

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of one hundred and five (105) days inclusive of the current year's allotment. A record of each employee's total available leave shall be maintained in the business office of the district. Each employee shall be provided a statement of accumulated sick leave days in August of the new school year. The failure of an employee to protest the recorded sick leave accumulation by October 1, waives further protest by the employee. The Board may, in each instance, require such reasonable evidence(s) as it may desire confirming the necessity for such leave of

absence. The Board reserves the right to require examination by an independent licensed physician of its choice in the event of an extended illness or in other circumstances it deems appropriate.

2. Immediate Family Illness Leave Provision -

Employees may be granted leave of absence at full pay for illness in the immediate family. Immediate family shall include only the following: spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee and spouse, and grandchildren. Such approved and granted leave shall not exceed six (6) days in any contract year. All such leave time that is provided in this section shall be non-cumulative. The fourth through sixth day in any contract year, if utilized, will be deducted from the employee's sick leave.

3. Bereavement Leave Provision -

Employees may be granted leave of absence at full pay for a death in the immediate family. Five (5) days per occurrence may be granted for death of the employee's spouse, child, mother or father, mother-in-law or father-in-law. Three (3) days per occurrence may be granted for the death of the employee's brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or grandparents of the employee's spouse. One day per year will be allowed for attending the funeral of non-family members, and one day per year will be allowed for attending the funerals of aunts or uncles. These days will be assessed in hourly increments and will be deducted from the employee's sick leave.

4. Personal Leave Provisions - Employees may be granted two (2) days of leave each contract year without loss of pay, upon approval, according to the provisions of this section. Any leave applications for approval under the provisions of this section must be submitted to the immediate supervisor, in writing, on the appropriate form, at least three (3) working days in advance of the proposed absence. Such leave shall be non-cumulative.

(a) The intent of this leave provision shall be to provide a procedure through and by which an employee may have the opportunity to manage items of personal affairs, which are of a nature of necessity and well-being to the employee that cannot be attended to at any other time than during the hours of work or assignment for which the employee is under contract to the District.

(b) The employee shall be asked to explain the reason for any personal leave requested for a school day immediately before or immediately after a holiday, weekend, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

(c) In the event the employee needs to leave work in an extreme emergency that does not allow time to file an appropriate request form, the employee shall report the emergency to his/her supervisor and make arrangements to be excused at once. Upon the employee's immediate next return to duty, the employee shall complete and file the appropriate request forms.

5. Medical Disability Leave - Personal illness leave benefits for medical disability to the extent of an employee's accumulated earned personal illness leave shall be paid only during the time of medical disability.

An employee who is anticipating medical disability leave shall inform the Superintendent as to the employee's expected date of medical disability as soon as the condition causing the medical disability leave request is known. Upon request, the employee shall give notice in writing to the Superintendent including whether the employee plans to continue to perform his/her duties during the period preceding onset of medical disability, the date when the employee expects to commence leave for medical disability, and the date the employee expects to return to work following medical disability.

The determination of dates when medical disability leave shall commence and terminate shall be made by the Superintendent and employee. The dates of commencement and termination of medical disability leave shall be the dates medically indicated as hereinafter provided.

Any employee who desires to continue the performance of duties during the period preceding and in anticipation of medical disability may continue to do so provided the employee's health and work efficiency are not affected and the employee is physically capable of performing his/her duties. The employee shall provide a statement from his/her physician stating that the employee is physically capable of continuing to perform his/her duties, to what date, and in the option of the physician that the employee is capable of performing his/her duties prior to and in anticipation of medical disability. The employee shall report changes in his/her condition as they may effect the employee's performance. Following medical disability leave the

employee shall furnish a statement from the employee's physician stating the employee is physically capable of resuming his/her duties and on what date.

Where medical disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Superintendent. An application shall be accompanied by the statement of the employee's physician. Such extensions or reductions shall be granted for the time medically indicated.

The Superintendent may require the employee to discontinue performance of his/her duties upon a determination that the employee's performance has substantially declined from the employee's performance prior to the period preceding and in anticipation of medical disability leave. The determination of whether the employee is capable of continuing work during anticipation of medical disability leave, whether the employee is capable of returning to work following medical disability leave and whether the employee's health and work efficiency will be adversely affected, shall be made in consultation with the superintendent, the employee, and the employee's physician and may also be in consultation with a physician of the District's own choosing. In the event of a difference of opinion between the employee's physician and the District's physician, a third physician (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

If the date for the commencement of medical disability leave or the date for the resumption of duties would interfere with the administration of the District or the continuity of the educational process, the requested date may be changed by the Superintendent to assure efficient administration of the District, to provide the least disruption to the continuity of the educational process, and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the employee. In the event the date of commencement or termination of medical disability leave, as provided in this section, is changed for other than medically indicated reasons in order to avoid interference with the administration of the District or the continuity of the educational process, any additional days of leave shall not be reimbursed as personal illness leave. If the administration extends the leave for other than medically

indicated reasons, the employee retains all wages and benefits to which they are entitled. If the employee voluntarily extends the leave for other than medically indicated reasons, their additional days are unpaid with the employee retaining fringe benefits at the employee's expense. In either case, the employee shall remain eligible for insurance consistent with carrier eligibility requirements.

6. Job Improvement Leave Provisions - Employees may file a request for two days of job improvement leave during the contract year with pay, as provided for in this section, and have the same granted, if such absence is approved by the administration. Such leave is non-cumulative.

(a) Any leave applications for approval under the provisions of this section must be submitted to their supervisor, in writing on the appropriate form, at least seven (7) calendar days in advance of the proposed absence.

(b) It shall be understood and agreed that on certain occasions, a given employee will be directed to attend a given job improvement activity by the Board or administration for the purpose of gaining necessary information, expertise, or training which is felt to be essential to the employee in the carrying out of assigned job responsibilities. The Board and administration reserves unto themselves the right of determination in the regard. Any such directed attendance at such given job improvement activities shall not be charged against the two day leave limit of this section.

Also, the employee will have reimbursement made for approved expenses involved in attendance at such job improvement activities, which shall include mileage by shortest route to and from the place of the job improvement activity, which is outside the limits of the Eagle Grove Community School District, registration fees, if any are required, and overnight accommodations if such are determined by the Board or administration to be essential. Such directed attendance at job improvement activities shall be with pay and the Board shall pay for any needed substitutes required by the employee's absence from regular workday assignments. The employee shall be responsible for submitting a claim to their immediate supervisor within seven (7) calendar days following the end of the job improvement activity attended, as described under this sub-section for approved reimbursement of allowable expenses incurred. Failure of the employee to file such claim within the seven (7) calendar days as indicated herein, shall release the Board

from payment of any such claim.

7. Legal Duties Provision - It shall be agreed that any leave granted under this section shall be limited to only cases wherein employees are under subpoena or direct court order to appear. Requirements for application for this type of leave shall include, but not be limited to the following:
 - (a) Application for such leave shall be immediately made to their supervisor by the employee so concerned upon the notification of the employee by subpoena or court order.
 - (b) The employee shall promptly pay to the Board the fees (except mileage and expenses) received from such duty.
 - (c) Approved leave under this section shall be with full pay.
8. Directed Leave - At the direction of the Superintendent or supervisor, an employee may be required to attend a called meeting and/or program in or out of the District.
9. Unpaid Leave Provisions - Absence without pay may be authorized by the Superintendent when in the Superintendent's discretion such leave is considered urgent and necessary. A per diem deduction from the employee's wages will be made for any such approved leave.

The employee shall make application for unpaid leave seven (7) days in advance of the first day of such requested leave. In the event that such pre-notification is not possible, the employee shall give as much advance notification as possible and fill out any required forms. In addition to the reason for the leave, the Superintendent may take the employee's work record into account in granting or denying unpaid leave.

ARTICLE 9 - HEALTH AND SAFETY PROVISIONS

SECTION

- 9.1 Equipment - Safety equipment required by the employer will be provided.
- 9.2 Reasonable Force - An employee may use reasonable force to defend himself/herself if assaulted during the course of his/her employment.
- 9.3 Bomb Search - No employee shall be required to search for a

bomb.

- 9.4 Physicals - Each employee shall show evidence of physical fitness when employed by the District as required by law. Thereafter, an employee shall have a physical if required by the District. The physical shall be paid by the employee.

The District shall reimburse the employee up to \$50.00 for a required physical (after the initial physical) and up to \$15.00 for a chest x-ray if required for amounts not covered by insurance. Payment will be made after the report of such medical examination and insurance processing documentation has been received by the District.

ARTICLE 10 - HOURS OF WORK

SECTION

- 10.1 Work Hours - Daily and weekly hours will generally be indicated for each position at the time of employment by the Employer and shall be restricted to those hours in which productive work can be achieved. This general indication of daily and weekly hours is not a guarantee of hours to be worked. Any compensatory time or overtime hours to be worked must also be specifically preapproved by the Superintendent or the Superintendent's designee. Lunch time shall be unpaid unless circumstances necessitate otherwise as determined by the employee's immediate supervisor. Each employee is required to accurately fill in hours worked on a time card for approval by the employee's immediate supervisor and transmission to the District business office. Payment will be made only for authorized hours worked and for approved paid leave. Falsifying the time card shall be grounds for dismissal.
- 10.2 Work Week - The work week shall extend from 12:01 a.m. Sunday to 12:00 p.m. Saturday.
- 10.3 Overtime/Comp. Time - The employer will accord employees compensatory time for hours worked beyond forty (40) in the defined work week. At the employer's discretion, in lieu of compensatory time, employees will be paid for overtime hours worked. Compensatory time will accrue at 1.5 hours per each overtime hour worked. If compensatory time is not used by June 30, overtime compensation will be paid for remaining compensatory time.
- 10.4 If a cook or secretary reports for work on a regularly scheduled workday and school is called off for inclement weather and the day will not be made up, the employee will be given the

opportunity to work normal hours. The cook or secretary will only be paid for hours worked.

- 10.5 Teacher associates in addition to their regularly scheduled work year will be scheduled for an additional workday in exchange for possible time lost due to inclement weather.

ARTICLE 11 - VACATIONS

SECTION

11.1 Eligibility and Allowance

1. All twelve (12) month employees are eligible for District paid vacation.
2. The vacation year shall be the same as the fiscal year.
3. New employees less than one year as per the fiscal dates:
3.33 hours of vacation leave per month. Such vacation leave cannot be taken until the employee has completed three (3) months of employment and meets other scheduling requirements for vacations.
4. Vacation Allowance:
The first full year 1 week
The second through eighth years 2 weeks
The ninth through eighteenth years 3 weeks
The nineteenth year and beyond 4 weeks
Proration of vacation will be given if termination occurs prior to year end.

11.2 Scheduling Vacation - All vacation days shall be scheduled during the summer months unless approved by the Superintendent or Superintendent's designee. Vacations should be scheduled as far in advance as possible with no less than three (3) working days advance notification unless waived by the Superintendent or the Superintendent's designee.

11.3 Holiday During Vacation - If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional workday.

11.4 Vacation Pay - Vacation pay will be at the employee's hourly rate in effect at the time the employee is scheduled for such vacation.

11.5 Vacation Rights In Case of Lay Off Or Terminations - An employee whose employment ends prior to receipt of vacation shall be paid for accrued vacation on a prorated basis. In the event of the death of an employee, such accumulated vacation pay will be paid to the employee's written designated beneficiary, and if no such designation has been made, then to the employee's estate.

ARTICLE 12 - HOLIDAYS

SECTION

- 12.1 Eligibility - Regular twelve month employees regularly working at least eight (8) hours a day will be accorded the following six (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and July 4th. These employees will also receive the following paid holidays: Friday after Thanksgiving and the Friday before Easter if no school is held on those days.
- 12.2 Holiday Pay and Observance - If the holiday falls on a Saturday or Sunday, an alternate holiday will be designated for the holiday to be observed by the employer on either the preceding Friday or Monday following.
- 12.3 Holiday Premium - An employee who is required to work on one of the first six (6) designated holidays above (not an alternate designated holiday) will receive double time for hours worked.
- 12.4 Eligible employees per 12.1 above will also receive a half day paid holiday on Christmas Eve day if Christmas Eve is a non-school day and falls on a Monday through Friday.

ARTICLE 13 - WAGES

SECTION

- 13.1 Paychecks - Employees will be paid monthly.
- 13.2 Time Cards - (See Hours, Article X, Section 10.1)
- 13.3 Advancement on Wage Schedule - All employees covered by a wage schedule may advance one step on the schedule yearly, provided they have been employed at least eight (8) months prior to June 30 and an additional step exists on the schedule on which to move and provided the employee is recommended for advancement by the Superintendent and the employee's immediate supervisor.
- 13.4 Overtime/Compensatory Time - (See Hours, Article X, Section 10.3)
- 13.5 Salary Schedule Initial Placement - Employees may be placed on an initial hourly wage as determined by the immediate supervisor and Superintendent after consideration of the position to be filled, prior experience, responsibility of the position, comparability with other employees and other factors.

13.6 Salary Schedules - (See attached Exhibit A.)

13.7 Differentials - Employees shall receive the following differentials:

Custodians shall receive the following differentials:

1. +.25 - Night (Night custodians shall receive the differential for all hours worked if assigned to work at least 75 percent of normal hours beyond 3:00 p.m.)
2. +.30 - Head (High School)
3. +.25 - Head (Lincoln)
4. +.25 - Head (Middle School)
5. +.20 - Head (Lela Howland)

Cooks shall receive the following differentials:

1. +.50 - Head Cook (High School and Middle School)
2. +.36 - Assistant Head Cook (High School and Middle School)

Teacher Associate, Judy Weland, shall receive the following initial placement differential:

1. +.21 - Initial Placement

Elementary Media Associate differential

1. +.20

13.8 Longevity Stipends

1. Custodians who have been on the last step of the salary schedule for at least one year shall receive an additional \$150.00 annually (non-additive).
2. Secretaries who have been on the last step of the salary schedule for at least one year shall receive an additional \$110.00 annually (non-additive).
3. Cooks, Assistant Head Cooks, and Cooks' Helpers who have been on the last step of the salary schedule for at least one year shall receive an additional \$100.00 annually (non-additive).
4. Teacher Associates who have been on the last step of the salary schedule for at least one year shall receive an addition \$100.00 annually (non-additive).

13.9 Wages - Special Education Teacher Associate (Requiring a Teaching License)

1. The Special Education Teacher Associate position requiring a teaching certificate shall be paid the substitute teacher rate.
- 13.10 - Wages - If an employee substitutes for another employee in a higher pay classification because of that person's absence, the employee shall be paid either his current wage rate or the base wage rate in the higher pay classification, whichever is greater.

ARTICLE 14 - INSURANCE

SECTION

- 14.1 Term Life Insurance and Accidental Death and Dismemberment Insurance - Term life insurance and accidental death and dismemberment insurance coverage may be provided for qualifying employees as specified below. These employees, working thirty (30) or more hours per week, may be covered by the dollar amounts as listed.

1. \$20,000.00
Custodians
2. \$10,000.00
Secretaries
Head Cooks
Assistant Head Cooks
Teacher Associates

Cooks' Helpers and others will not receive life insurance coverage or accidental death and dismemberment insurance coverage.

Term Life Insurance participation and coverages and Accidental Death and Dismemberment Insurance participation and coverages are expressly conditioned on the insurance carrier policy or plan and its eligibility conditions, requirements, and exclusions.

- 14.2 Long Term Disability (LTD) - Custodians, Secretaries, Head Cooks, Assistant Head Cooks, Teacher Associates, and Cooks' Helpers, if regularly working thirty (30) or more hours per week may receive LTD. Others will not receive LTD insurance coverage.

Long Term Disability insurance participation and coverages are expressly conditioned on the insurance carrier policy or plan, and its eligibility conditions, requirements, and exclusions.

- 14.3 Health Insurance - Employees working thirty (30) or more hours per week within the following employee groups: Custodians, Secretaries, and Teacher Associates may generally be eligible to participate in the group health plan selected by the Board. For custodians and secretaries working thirty (30) or more hours per week, the individual employee monthly premium and a contribution for the dependent portion of the premium not to exceed \$507.35 per month, for those employees electing such dependent coverage, may be made on behalf of each such employee.

Head Cooks and Assistant Head Cooks working thirty (30) or more hours per week, if eligible to participate according to the terms of the group health insurance plan, shall have the individual employee monthly premium paid.

Teacher Associates working thirty (30) or more hours per week, if eligible to participate according to the terms of the group health insurance plan, shall have 75% of the individual employee monthly premium paid. Teacher Associates working in more than one position for the District and working a minimum of thirty-five or more hours per week, if eligible to participate according to the terms of the group health insurance plan, shall have 75% of the individual employee monthly premium paid.

Cooks' helpers and others will not receive any health insurance coverage.

Health insurance participation and coverages are expressly conditioned on the insurance carrier policy or plan, and its eligibility conditions, requirements, and exclusions.

- 14.4 Continuity of Insurance Benefits - Employees previously receiving insurance benefits and who have exhausted their accumulated personal illness leave and are granted extended leave of absence due to illness, shall continue to have employer contributions toward their hospital and medical insurance for the individual premium amount only paid and paid only until the end of the school year. Employees previously receiving insurance benefits and who are on any other non-paid leave shall have the option to continue participating in the hospital and medical insurance coverage at their own expense. Such employees wishing to continue shall pay the premiums themselves to the employer prior to the billing date. The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers. In no event shall employee-paid contributions be accepted after the end of the school year unless such extension is granted with the permission of the employer or as required by law.

- 14.5 Worker's Compensation - As per law, the employer purchases worker's compensation insurance covering the employee if hurt on the job. Employees should notify their supervisor as soon as they know they have an injury that indicates the use of worker's compensation. An employee shall have an option to choose the worker's compensation payment only or to receive a supplement from the District to provide a total day's pay in addition to the worker's compensation payment with an accompanying deduction of one full day's personal illness leave for each day so paid, to the extent of the individual's accumulated personal illness leave. In no instance is an injured employee entitled to both full worker's compensation benefits and full personal illness leave pay.

ARTICLE 15 - DUES DEDUCTION

SECTION

- 15.1 Authorization - An employee who is a member of the association may sign and deliver to the Board an initial assignment authorizing payroll deduction of association dues prior to October 1. The association agrees to inform its members of the voluntary procedure for dues deduction authorization or revocation thereof. The authorization form shall be included in this contract as Exhibit B. Dues may include initiation fees, fines, or special assessments that do not violate the law.
- 15.2 Regular Deductions - The Board agrees, pursuant to receipt of the dues deduction authorization, to deduct in equal installments the total annual dues from regular paychecks each month (November-May) and shall transmit to the association's treasurer the total monthly deduction for dues within ten (10) school days following the last pay period of each month.
- 15.3 Duration - Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the employer. It shall be the duty of the association to immediately advise the employer of any changes in dues but no later than September 1st each year, and the employer shall have not responsibility to the association for incorrect withholding of dues in the event Notice of such change is not timely given.
- 15.4 Indemnification - The association agrees to indemnify and hold harmless the district, the Board, each individual Board member, all administrators, and all other employees against any and all claims, costs, litigation and all other forms of liability and all court costs, and attorney fees and other reasonable expenses, arising out of the application of the provisions of

this article.

- 15.5 Amount of Dues - It is agreed and understood that the association will advise its own membership of the amount of the dues and of the amount of the checkoff. The employer will notify the association when a notice to terminate dues checkoff is received.
- 15.6 Other Deductions - Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for Board approved payroll deductions to include, but not necessarily to be limited to District group insurance programs for which these employees are eligible, TSA's and Community Chest.

ARTICLE 16 - DURATION

This agreement shall be effective beginning July 1, 2006, and shall continue in full force and effect until June 30, 2007.

In commemoration of their agreement, the parties hereto set their hands on the dates below set out.

4-10-2006

Date

Randy Hensen, BOARD PRESIDENT
Authorized Representative
Eagle Grove Community School District

4-10-2006

Date

Sheri L. Bates
Authorized Representative
Eagle Grove Educational Services
Association/ISEA

EAGLE GROVE COMMUNITY SCHOOL DISTRICT
EXHIBIT A - SALARY SCHEDULE
2006-2007

CUSTODIANS (MAINTENANCE)

Step 0	\$10.81
Step 1	\$10.92
Step 2	\$11.03
Step 3	\$11.14
Step 4	\$11.25
Step 5	\$11.36
Step 6	\$11.47
Step 7	\$11.58
Step 8	\$11.69
Step 9	\$11.80
Step 10	\$11.91
Step 11	\$12.02
Step 12	\$12.13
Step 13	\$12.24
Step 14	\$12.35
Step 15	\$12.46

+ \$150.00 annually on last
step for at least one year

SECRETARIES

Step 0	\$ 8.98
Step 1	\$ 9.09
Step 2	\$ 9.20
Step 3	\$ 9.31
Step 4	\$ 9.42
Step 5	\$ 9.53
Step 6	\$ 9.64
Step 7	\$ 9.75
Step 8	\$ 9.86
Step 9	\$ 9.97
Step 10	\$10.08
Step 11	\$10.19
Step 12	\$10.30
Step 13	\$10.41
Step 14	\$10.52
Step 15	\$10.63

+ \$110.00 annually on last
step for at least one year

TEACHER ASSOCIATES

Step 0	\$ 8.85
Step 1	\$ 8.96
Step 2	\$ 9.07
Step 3	\$ 9.18
Step 4	\$ 9.29
Step 5	\$ 9.40
Step 6	\$ 9.51
Step 7	\$ 9.62
Step 8	\$ 9.73
Step 9	\$ 9.84
Step 10	\$ 9.95
Step 11	\$10.06
Step 12	\$10.17
Step 13	\$10.28
Step 14	\$10.39
Step 15	\$10.50

+ \$100.00 annually on last
step for at least one year

COOKS

Step 0	\$ 8.75
Step 1	\$ 8.86
Step 2	\$ 8.97
Step 3	\$ 9.08
Step 4	\$ 9.19
Step 5	\$ 9.30
Step 6	\$ 9.41
Step 7	\$ 9.52
Step 8	\$ 9.63
Step 9	\$ 9.74
Step 10	\$ 9.85
Step 11	\$ 9.96
Step 12	\$10.07
Step 13	\$10.18
Step 14	\$10.29
Step 15	\$10.40

+ \$100.00 annually on last
step for at least one year

EXHIBIT B - DUES DEDUCTION AUTHORIZATION FORM

EAGLE GROVE COMMUNITY SCHOOL DISTRICT
Eagle Grove, Iowa

AUTHORIZATION FOR DUES DEDUCTIONS

This authorization for payroll dues deductions form must be submitted to the district business office prior to October 1, in the year for which the requested deduction is to begin.

I hereby authorize the Eagle Grove Community School District to deduct from my monthly payroll warrant the indicated dues deduction.

I understand that this authorization shall stay in effect until further written notice from me. I further understand that I may cancel this deduction with thirty (30) days written notice to the business office. I further understand that this deduction as herein authorized shall cease at the time my employment with the District ends.

Deductions to be made November-May.

Deduction to be made for:

Total Amount
to Deduct

- (1) Eagle Grove Support Staff Group Dues _____
- (2) Other mutually agreed upon deductions that
are feasible with the district's accounting
software.
Mutually Agreed Deduction:

Date of Employee Authorization Signature of Employee

SIDE LETTER AGREEMENT 2006-2007
EGESA

COME NOW the Parties hereto, the Eagle Grove Community School District and the Educational Services Association/ISEA and for their Side Letter Agreement, not as a part of their Collective Bargaining Agreement, state:

1. For 2006-2007, teacher associates will be assigned to work their normal hours on four parent/teacher conference days currently scheduled on November 7 and 9, 2006, and March 27 and 29, 2007.
2. For 2006-2007, teacher associates will have the "opportunity" to work normal hours on early dismissal staff development days. To qualify to work normal hours on such days, a teacher associate must notify his/her immediate supervisor at least three school days prior to the early dismissal staff development day.
3. All provisions of this side letter agreement are strictly non-precedental. This agreement shall be in effect for the 2006-2007 work year only and each party to the agreement is free to discontinue this practice at the end of the 2006-2007 contract year. Neither party may cite the provisions of this Side Letter Agreement to promote its position in any future contested proceeding relating to the collective bargaining agreement between the parties, including, but not limited to, a grievance arbitration, fact-finding or interest arbitration.

4-10-2006
Date

Sheri L. Bates
Authorized Representative
Eagle Grove Educational
Support Association/ISEA

4-10-2006
Date

Randy Hansen **BOARD PRESIDENT**
Authorized Representative
Eagle Grove Community
School District